

GAM

(1)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**JOSEPH S. FRANKLIN and
KATHLEEN FRANKLIN, H/W
1604 Oak Avenue
Haddon Heights, NJ 08035**

v.

**HARFORD MUTUAL INSURANCE
COMPANY
200 North Main Street
Bel Air, MD 21014-3544**

CIVIL ACTION NO.

17

947

JURY TRIAL DEMANDED

COMPLAINT

FIRST COUNT

FILED
MAR - 1 2017
By KATE BARKMAN, Clerk
Dep. Clerk

1. Plaintiffs, Joseph S. Franklin and Kathleen Franklin, h/w, are individuals residing at the above referenced address.

2. Defendant, Harford Mutual Insurance Company (hereinafter referred to as "Harford") is an insurance carrier authorized and duly licensed to do business in the Commonwealth of Pennsylvania and within the City of Philadelphia, having its principal place of business/corporate offices located at 200 North Main Street, Bel Air, MD 21014 - 3544.

3. Jurisdiction in this action is based upon diversity of citizenship pursuant to 28 U.S.C. §1332(a); the matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interest and costs. Plaintiffs, Joseph S. Franklin and Kathleen Franklin are citizens of the State of New Jersey. Defendant, Harford Mutual Ins. Co. was at all times material incorporated in the State of Maryland and systematically and regularly conducts business in the Commonwealth of Pennsylvania including the Eastern District of Pennsylvania.

1845
3/2/17

4. Per Harford Mutual's website, they are licensed to write insurance in the District of Columbia and the following states which includes Pennsylvania. Additionally, they have a agency located at 1011 Arch St. Philadelphia, PA . (See attached hereto and marked as Exhibit "A".)

5. At all times material hereto, Plaintiff, Joseph S. Franklin was insured by Harford under an automobile insurance policy issued to Plaintiff's business and employer, Colossus Marble & Granite (hereinafter referred to as "Colossus") containing underinsured motorist coverage (a copy of the Policy Declarations for said policy of insurance is attached hereto and marked as Exhibit "B" . A complete copy of said policy is in the possession of the Defendant, Harford).

6. The aforesaid Policy of Insurance issued by Harford to Plaintiff's business and employer, Colossus, and covering Plaintiff was, at all times material, in full force and effect on the date of the loss, June 3, 2015.

7. On the aforesaid date, at approximately 11:20 a.m. at or about State Highway 130 and Marlton Pike, Pennsauken, New Jersey, Plaintiff, Joseph S. Franklin was involved in a multiple vehicle, chain-type collision and was operating the rear motor vehicle in a line of vehicles when Joseph S. Franklin was suddenly and forcefully struck from behind by an underinsured motorist vehicle, causing the Plaintiff to sustain serious bodily injuries.

8. The aforesaid motor vehicle collision was caused by the carelessness, recklessness and negligence of the operator of the underinsured motor vehicle and consisted of the following:

(a) Operation of the underinsured motorist's motor vehicle at a high and excessive rate of speed under the circumstances;

(b) Failure to have the underinsured motorist's motor vehicle under proper and adequate control under the circumstances;

(c) Failure to have due regard for the point and position of the motor vehicle occupied by the plaintiff;

(d) Failure to sound warning of approach from behind;

(e) Violation of the pertinent rules of the road, statutes and ordinances;

(f) Otherwise failing to exercise due care under the circumstances.

9. As a result of the aforesaid accident, the Plaintiff, Joseph S. Franklin sustained serious injuries in and about his head, body and extremities, including, but not limited to, lumbar disc herniation at L4-L5 necessitating an invasive surgical procedure: an L4-L5 microdiscectomy, lumbar radiculitis, aggravation of disc disease at T12-L1, L1-L2, L2-L3, L5-S1, cervical sprain and strain, thoracic sprain and strain, and a severe shock to the nerves and nervous system, all of which injuries are or may be permanent. Plaintiff has suffered and may continue to suffer great physical pain, serious and permanent injury and mental anguish; Plaintiff has been and may continue to be prevented from attending to plaintiff's usual activities, duties and occupations and has suffered and may continue to suffer a loss of earnings and earning capacity, and Plaintiff has incurred and may continue to incur various medical expenses in and about an effort to cure Plaintiff of the aforesaid injuries, which expenses may exceed the minimum medical benefits and income loss benefits available under applicable state law.

10. As a result of the aforesaid motor vehicle collision, Plaintiff sustained injuries, damages, and losses with a value in excess of the limits of liability for said underinsured motor vehicle, which were \$15,000.00 per person/\$30,000.00 per accident.

11. Under the underinsured motorist policy issued by Harford to Colossus and covering the vehicle operated by the Plaintiff, Plaintiff is entitled to recover underinsured motorist benefits from Defendant insurance company.

12. An underinsured motorist claim was promptly made to Harford on behalf of Plaintiff.

13. Plaintiff has fully complied with the terms of the insurance policy issued to Colossus and covering the Plaintiff.

14. The Plaintiff and Harford have failed to agree on the amount of underinsured motorist benefits that Plaintiff is entitled to recover.

WHEREFORE, Plaintiffs, Joseph S. Franklin and Kathleen Franklin, h/w, demand judgment against Defendant Harford Mutual Insurance Company in a sum in excess of Seventy Five Thousand (\$75,000.00) Dollars.

SECOND COUNT

BAD FAITH

15. Plaintiffs hereby incorporate by reference the averments contained in the above paragraphs as if the same were more specifically set forth herein.

16. Plaintiff was an "insured" of Defendant, Harford within the meaning of 42 Pa.C.S.A. Section 8371.

17. Defendant, Harford had a duty to act in/with good faith and fair dealing in handling Plaintiff's underinsurance claim.

18. Harford's duty to act in good faith included, without limitation, the obligation to act with reasonable promptness in evaluating and responding to Plaintiff's claims and

with reasonable fairness in the offers that it made to Plaintiff on these claims. There is no dispute in this case that the accident was the fault of the underinsured driver and that Plaintiff is entitled to underinsured motorist coverage under the aforementioned policy with Harford.

19. There was no reasonable basis for the following acts and omissions of Defendant, Harford:

- (a) failure to properly negotiate Plaintiff's underinsurance claim;
- (b) failure to properly investigate and evaluate Plaintiff's underinsurance claim;
- (c) failure to request a defense medical examination of the Plaintiff and;
- (d) such other acts to be shown through discovery.

20. The Defendant knew or recklessly disregarded the fact that it had no reasonable basis for its above conduct in handling Plaintiff's underinsurance claim.

21. Defendant's conduct in handling Plaintiff's underinsurance claim constituted Bad Faith within the meaning of 42 Pa.C.S.A. Section 8371.

22. Defendant acted in reckless disregard of Plaintiff's claims and rights, and its conduct was willful, wanton, and outrageous.

WHEREFORE, Plaintiffs, Joseph S. Franklin and Kathleen Franklin, h/w, demand judgment against Defendant, Harford Mutual Insurance Company in a sum in excess of Seventy Five Thousand (\$75,000.00) Dollars.

THIRD COUNT

LOSS OF CONSORTIUM

23. The Plaintiff, Kathleen Franklin, hereby incorporates by reference, the allegations contained in Plaintiff's Complaint above, inclusive, as though the same were more fully set forth herein at length.

24. The Plaintiff, Kathleen Franklin, is the wife of the Plaintiff, Joseph S. Franklin.

25. Kathleen Franklin, has been and may continue to be deprived of the services, society, companionship and consortium of Joseph S. Franklin, to Plaintiff wife's great detriment and loss.

WHEREFORE, Plaintiffs, Joseph S. Franklin and Kathleen Franklin, h/w, demand judgment against Defendant, Harford Mutual Insurance Company in a sum in excess of Seventy Five Thousand (\$75,000.00) Dollars.

**LAW OFFICES
BERNARD M. GROSS, P.C.
BY:**



**BERNARD M. GROSS
Attorney I.D. 02571
Two Penn Center
1500 JFK Blvd., Suite 1820
Philadelphia, PA 19102
Phone: 215-561-3600
Fax: 215-561-3000
Attorney for Plaintiffs**

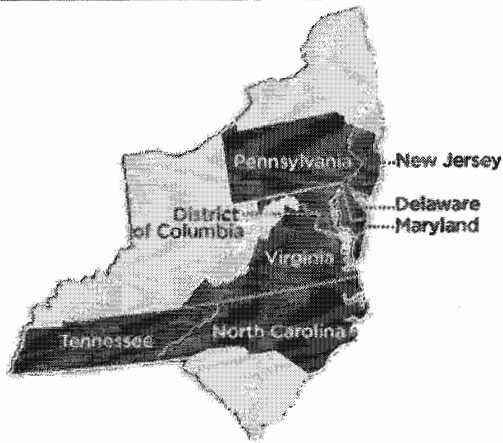
EXHIBIT “A”

FIND AN AGENT

We are licensed to write insurance in the District of Columbia and the following states:

- Delaware
- District of Columbia
- Maryland
- New Jersey
- North Carolina
- Pennsylvania
- Tennessee
- Virginia

To locate an agent in your area, enter your Zip code and click GO.

Distance

Agency

0.4

L & D Insurance Services, LLC

Deng's Insurance Services

1011 Arch Street
Suite 101
Philadelphia, PA 19107

215-829-4438

EXHIBIT “B”

DEC-CA-06(1)

The Harford Mutual Insurance Companies

Bel Air, Maryland 21014-3544

Company: The Harford Mutual Insurance Company

Policy Number: 6053681 Renewal of: New

**BUSINESS AUTO COVERAGE
PART DECLARATIONS****Named Insured and Mailing Address**COLOSSUS GRANITE &
416 CRESCENT BLVD
BROOKLAWN, NJ 08030**Agency Name and Address**9110-BAS JOSEPH J SCHIPSI INC.
303 S KINGS HIGHWAY SUITE 5
CHERRY HILL, NJ 08034
8564299558

Policy Period: From 10/03/2014 to 10/03/2015 at 12:01 A.M. Standard Time at your mailing address shown above.
In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

FORMS AND ENDORSEMENTS: See Form Schedule

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS +	LIMIT ++	PREMIUM
LIABILITY	1	\$300,000	\$3,250
PERSONAL INJURY PROTECTION (or equivalent No-Fault)	5	NJ, per form CAHG22	\$103
ADDED PERSONAL INJURY PROTECTION	None	NJ, per form CA 2231	
UNINSURED MOTORISTS	2	NJ, \$300,000	\$113
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists)			
PHYSICAL DAMAGE:			
Comprehensive Coverage	2	*	\$324
Collision Coverage	2	***	\$1,212
PHYSICAL DAMAGE TOWING AND LABOR	3	****	\$1

Premiums for Endorsements: \$170

Total for Surcharges: \$45

(This policy may be subject to final audit) ESTIMATED TOTAL COST \$5,218

- + COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered autos.)
- ++ LIMIT (The most we will pay for any one accident or loss)
- +++ Medical Expense and Income Loss Benefits Limit Separately stated in Each Medical Expense and Income Loss Benefits Endorsement
- * Actual cash value or cost of repair, whichever is less, minus deductible shown in Item Three: Schedule of Covered Autos you own. But no deductible applies to loss caused by fire or lightning. See ITEM FOUR for Hired or Borrowed "Autos".
- *** Actual cash value or cost of repair, whichever is less, minus deductible shown in Item Three: Schedule of Covered Autos you own. See ITEM FOUR for Hired or Borrowed "Autos".
- **** See Schedule of Covered Autos. Limit applies for Each disablement of a private passenger auto.

(3) POLICY: 6053681 1999/09/01-1.00
ISSUE DATE: 01/22/2015 #1

INSURED COPY

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

VEH #1 2011 FORD TRUCK GARAGED: 08030 TERR: 007 ST: NJ L/P: No
 VEHICLE ID#: 1FT7X2A65BEA12465 COST NEW: 33,910
 CLASS: 01189 Light Trucks-Service-0 to 50 Mi-Contr-Others

COVERAGE	LIMIT (if not shown elsewhere)	PREMIUM
Liability		\$1,182
Uninsured Motorists		\$33
Physical Damage/Comprehensive \$500 Deductible		\$97
Physical Damage/Collision \$500 Deductible		\$308
TOTAL VEHICLE PREMIUM		\$1,620

VEH #2 2012 FORD TRUCK GARAGED: 08030 TERR: 007 ST: NJ L/P: No
 VEHICLE ID#: 1FT7X2BT9CEA23331 COST NEW: 38,030
 CLASS: 01189 Light Trucks-Service-0 to 50 Mi-Contr-Others

COVERAGE	LIMIT (if not shown elsewhere)	PREMIUM
Liability		\$1,182
Uninsured Motorists		\$33
Physical Damage/Comprehensive \$500 Deductible		\$103
Physical Damage/Collision \$500 Deductible		\$325
TOTAL VEHICLE PREMIUM		\$1,643

VEH #3 2014 INFINITI GARAGED: 08035 TERR: 012 ST: NJ L/P: No
 VEHICLE ID#: JN8CS1MW3EM410839 COST NEW: 46,400
 CLASS: 7391 Private Passenger

COVERAGE	LIMIT (if not shown elsewhere)	PREMIUM
Liability		\$741
Personal Injury Protection		\$103
Extended Medical Expense	\$10,000	
Limitation on Lawsuit		
Uninsured Motorists		\$47
Physical Damage/Comprehensive \$500 Deductible		\$124
Physical Damage/Collision \$500 Deductible		\$579
Towing & Labor \$50 per Disablement		\$1
TOTAL VEHICLE PREMIUM		\$1,595

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE.

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Cost of Hire: (if any)

Premium: \$74

PHYSICAL DAMAGE COVERAGE - No Coverage applies on this policy.

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business Other Than Garage Service Operations And
 Other Than Social Service Agencies

Rating basis, Number of employees: 3

Premium: \$71

(4) POLICY: 6053681 1999/09/01-1.00
 ISSUE DATE: 01/22/2015 #1

 IMPORTANT NOTICES TO POLICYHOLDERS

ILMS08-2 NOTICE TO POLICYHOLDERS EXCLUSION OF TERRORISM COVERAGE
 NJCA01 (0311) NEW JERSEY COMMERCIAL AUTO SELECTION FORM

 COMMERCIAL AUTOMOBILE FORM SCHEDULE

 FORMS AND ENDORSEMENTS APPLYING TO AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

CA0001 (0310) BUSINESS AUTO COVERAGE FORM
 CA0184 (0995) NEW JERSEY CHANGES - PHYSICAL DAMAGE INSPECTION
 CA0188 (0608) NEW JERSEY CHANGES
 CA2114 (0208) NEW JERSEY UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
 CA2386 (0106) EXCLUSION OF TERRORISM ABOVE MINIMUM STATUTORY LIMITS
 CA2394 (0306) SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
 CAHG22 (1113) NEW JERSEY PERSONAL INJURY PROTECTION
 CAIN01 (1210) COMMERCIAL AUTO COVERAGE FORM INDEX
 IL0021 (0908) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
 IL0141 (0908) NEW JERSEY CHANGES - CIVIL UNION
 IL0208 (0907) NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL
 CAHG17 (0510) AUTO ADDITIONAL COVERAGE ENDORSEMENT.....170.00
 CA9923 (0310) RENTAL REIMBURSEMENT COVERAGE

Any One Day: \$30
 No. of Days: 30
 Any One Period: \$900
 Comprehensive: No
 Specified Cause Of Loss: No
 Collision: No
 Vehicle #3 2014 Infiniti

 SURCHARGES APPLIED TO THIS POLICY

NJ Property-Liability Insurance Guaranty Association Surcharge.....45.00

(5) POLICY: 6053681 1999/09/01-1.00
 ISSUE DATE: 01/22/2015 #1

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Joseph S. Franklin and Kathleen Franklin

(b) County of Residence of First Listed Plaintiff

Camden

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Law Offices Bernard M. Gross P.C. 1500 JFK Blvd., Suite 1820, Philadelphia, PA 19102 (215) 561-3600

DEFENDANTS

Harford Mutual Insurance Company

County of Residence of First Listed Defendant

Harford

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff☐ 3 Federal Question (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☒ 4 Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES**

(For Diversity Cases Only)

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF DEF
1 ☐ 1

Incorporated or Principal Place of Business In This State

PTF DEF
☐ 4 ☐ 4

Citizen of Another State

☒ 2 ☐ 2

Incorporated and Principal Place of Business In Another State

☐ 5 ☒ 5

Citizen or Subject of a Foreign Country

☐ 3 ☐ 3

Foreign Nation

☐ 6 ☐ 6**IV. NATURE OF SUIT**

(Place an "X" in One Box Only)

CONTRACT

- ☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☒ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY

- ☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS**PERSONAL INJURY**

- ☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury

PERSONAL INJURY

- ☐ 362 Personal Injury - Med. Malpractice
☐ 365 Personal Injury - Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

- ☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY

- ☐ 610 Agriculture
☐ 620 Other Food & Drug
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 630 Liquor Laws
☐ 640 R.R. & Truck
☐ 650 Airline Regs.
☐ 660 Occupational Safety/Health
☐ 690 Other

LABOR

- ☐ 710 Fair Labor Standards Act
☐ 720 Labor/Mgmt. Relations & Disclosure Act
☐ 730 Labor/Mgmt. Reporting
☐ 740 Railway Labor Act
☐ 790 Other Labor Litigation
☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION

- ☐ 462 Naturalization Application
☐ 463 Habeas Corpus - Alien Detainee
☐ 465 Other Immigration Actions

BANKRUPTCY

- ☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

- ☐ 820 Copyrights
☐ 830 Patent
☐ 840 Trademark

SOCIAL SECURITY

- ☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS

- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES

- ☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 810 Selective Service
☐ 850 Securities/Commodities/Exchange
☐ 875 Customer Challenge 12 USC 3410
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 892 Economic Stabilization Act
☐ 893 Environmental Matters
☐ 894 Energy Allocation Act
☐ 895 Freedom of Information Act
☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

☒ 1 Original Proceeding☐ 2 Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from another district (specify)☐ 6 Multidistrict Litigation☐ 7 Appeal to District Judge from Magistrate Judgment**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

28 USC 91332(a)

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

175,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

MAR - 1 2017

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1604 Oak Ave Haddon Heights, NJ 08035

17

947

Address of Defendant: 200 North Main St., Bel Air, MD 21014

Place of Accident, Incident or Transaction: State Highway 130 and Marlton Pike, Pennsauken, NJ
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: Judge Date Terminated:

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, BERNARD M. GROSS, counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
☐ Relief other than monetary damages is sought.

DATE: 2/24/17

BERNARD M. GROSS Attorney-at-Law

02571

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/24/17

BERNARD M. GROSS Attorney-at-Law

02571

Attorney I.D.#

CIV. 609 (6/08)

MAR - 1 2017

GAM
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
CASE MANAGEMENT TRACK DESIGNATION FORM

Joseph S. Franklin and Kathleen Franklin (h/w) :
V. :
Harford Mutual Insurance Company :

Civil Action No.

17**947**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

2/24/17 BERNARD M. GROSS
Date Attorney-at-law

215-561-3600 215-561-3000
Telephone FAX Number

Susang@bernardmgross.com
E-Mail Address

MAR - 1 2017